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Attorneys for BANK OF AMERICA, N.A.

**UNITED STATES BANKRUPTCY COURT**  
**SOUTHERN DISTRICT OF CALIFORNIA**

In re

ROBERT GREY THOMAS AKA ROBERT  
GREY THORNHILL-THOMAS AKA  
BOBBY G. THOMAS AKA ROBERT G.  
GREY AKA ROB G THOMAS,

Debtor.

Case No. 16-03562-LT13

Chapter 13

R.S. No. AP-1

**STIPULATION GRANTING  
ADEQUATE PROTECTION**

DATE: April 25, 2018  
TIME: 10:00 A.M.  
DEPT: 3  
ROOM: 129

This Stipulation Granting Adequate Protection ("Stipulation") is entered into by and between the Secured Creditor, BANK OF AMERICA, N.A. (hereinafter "Movant"), and Robert Grey Thomas (hereinafter "Debtor") by and through their respective attorneys of record.

The property which is the subject of this matter is commonly known as 930 Via Mil Cumbres 21, Solana Beach, California 92075, which is more fully described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS

EXHIBIT A AND MADE A PART HEREOF

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**THE PARTIES HEREBY STIPULATE AND AGREE TO AN ORDER AS FOLLOWS:**

1) Debtor shall tender regular monthly payments in the amount of \$206.87 to Movant, which amount is subject to change, pursuant to the terms of the subject Note (the "Note"), commencing April 1, 2018, and continuing until all such outstanding amounts under the Note are to be paid in full.

2) The post-petition arrears are calculated as follows:

|                           |                       |            |
|---------------------------|-----------------------|------------|
| 7/1/2017 – 3/1/2018       | 9 payments @ \$206.87 | \$1,861.83 |
| Attorneys' Fees and Costs |                       | \$1,031.00 |
| LESS: Debtor's Suspense   |                       | (\$181.51) |
| Total Arrears             |                       | \$2,711.32 |

3) In addition to regular monthly payments, Debtor shall also tender payments to Movant in the sum of \$451.89, commencing March 15, 2018, and continuing through and including July 15, 2018, and a payment of \$451.87 due on August 15, 2018, when all post-petition arrears due and owing under the Note, in the current sum of \$2,711.32, are paid in full. Payments are to be remitted to Bank of America, N.A., P.O. Box 650070, Dallas, TX 75265-0070.

4) If applicable, Debtor shall maintain real property taxes and real property hazard insurance paid current for the Real Property, and provide proof of said insurance to Movant on a timely basis.

5) Debtor shall comply with the terms and conditions of his Chapter 13 Plan with respect to the payments to the Chapter 13 Trustee.

6) In the event of any future default on any of the above-described provisions, inclusive of this Order, Movant shall provide written notice to Debtor at 930 Via Mil Cumbres, #21, Solana Beach, CA 92075, and to Debtor's attorney of record, Deborah L. Raymond by mail to Law Offices of Deborah L. Raymond, 445 Marine View Avenue, #120, Del Mar, CA 92014, and by e-mail to draymondlaw@gmail.com, indicating the nature of the default. If Debtor fail to cure the default with certified funds after the passage of ten (10) calendar days from the date said written notice is placed in the mail and e-mailed, then Movant, after giving seventy-two (72) hours' telephonic notice to Debtor's counsel, may file an Ex Parte Declaration of Non-Cure and an Order Terminating the Automatic Stay with the court. Upon entry of said Order Terminating the Automatic Stay, the

1 automatic stay shall be immediately terminated as to Movant, and Movant may proceed to foreclose  
2 its security interest in the Real Property under the terms of the Note and Deed of Trust and pursuant  
3 to applicable state law and thereafter commence any action necessary to obtain complete possession  
4 of the Real Property without further order or proceeding of this Court.

5 7) The acceptance by Movant of a late or partial payment shall not act as a waiver of  
6 Movant's right to proceed hereunder.

7 8) In the event that Movant is granted relief from the automatic stay, the parties hereby  
8 stipulate that the 14-day stay provided by Bankruptcy Rule 4001(a)(3) is waived.

9 9) In the event this case is converted to a Chapter 7 proceeding, the Automatic Stay  
10 shall be terminated as to the Debtor *only* without further notice, order, or proceedings of the court  
11 and the Motion can be restored on 7-days notice as to the Chapter 7 Trustee.

12 10) Relief from the Automatic Stay is granted as to the Chapter 13 Trustee, David L.  
13 Skelton.

14 11) The foregoing terms and conditions shall be binding only during the pendency of this  
15 bankruptcy case. If, at any time, the stay is terminated with respect to the Real Property by court  
16 order or by operation of law, the foregoing terms and conditions shall cease to be binding and  
17 Movant may proceed to enforce its remedies under applicable non-bankruptcy law against the Real  
18 Property and/or against the Debtor.

19 12) Upon the Court=s entry of the Order approving the Stipulation Granting Adequate  
20 Protection, any hearing scheduled shall be taken off the Court=s calendar.

21 13) This Stipulation is not intended to impose any additional duties on the Chapter 13  
22 Trustee. The Trustee is not under any duty to respond to any notices pursuant to this Stipulation and  
23 it shall be the Debtor's burden to establish timely compliance with any payment terms in the  
24 Stipulation. Trustee=s records do not necessarily indicate the date of receipt of the payment and  
25 therefore such records are not to be relied upon for that purpose. If a hearing is requested pursuant to  
26 this Stipulation, such hearing shall be calendared for and occur on the Chapter 13 Trustee=s regular  
27 law and motion calendar.

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1 14) The Debtor's attorney's fees of \$625.00 shall be allowed and paid as an administrative  
2 expense by the Chapter 13 Trustee.

3 IT IS SO STIPULATED:

4 DATED: March 27, 2018

ALDRIDGE PITE, LLP

*Jamie D. Hanawalt*

JAMIE D. HANAWALT (SBN 309934)  
Attorney for *Movant*

9 DATED: March 26, 2018

LAW OFFICES OF DEBORAH L. RAYMOND

*Deborah L. Raymond*  
DEBORAH L. RAYMOND  
Attorney for *Debtor*

14 DATED: 3/30/18

*Rebecca E. Pennington*  
DAVID L. SKELTON  
Chapter 13 Trustee

### LEGAL DESCRIPTION

Real property in the City of Solana Beach, County of San Diego, State of California, described as follows:

A CONDOMINIUM COMPRISED OF:

INTEREST 1:

AN UNDIVIDED 1/220TH APPURTENANT FRACTIONAL INTEREST IN AND TO LOT 1 OF COUNTY OF SAN DIEGO TRACT 3789, ACCORDING TO MAP THEREOF NO. 9585, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, ON FEBRUARY 27, 1980 AS SET FORTH IN THE CONDOMINIUM PLAN HEREINAFTER REFERRED TO;

EXCEPTING THEREFROM THE FOLLOWING:

(A) ALL LIVING UNITS AS SHOWN UPON THE AND DEFINED IN THE LOMAS SANTA FE VILLAS SECOND SUPERSEDING CONDOMINIUM PLAN RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, ON JANUARY 14, 1985 AS FILE NO. 85-011420, OF OFFICIAL RECORDS;

(B) THE EXCLUSIVE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNATED AS EXCLUSIVE USE AREAS, SHOWN UPON THE CONDOMINIUM PLAN ABOVE REFERRED.

INTEREST 2:

LIVING UNIT NO. 21, AS SHOWN UPON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

INTEREST 3:

THE EXCLUSIVE RIGHT TO USE, POSSESSION AND OCCUPANCY OF THOSE PORTIONS OF LOT 1 DESCRIBED IN INTEREST 1 ABOVE, DESIGNATED AS EXCLUSIVE USE AREAS AND SHOWN AND DEFINED IN THE CONDOMINIUM PLAN REFERRED TO ABOVE, AS BEING APPURTENANT TO INTERESTS 1 AND 2 ABOVE DESCRIBED.

APN: 263-292-56-21

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**PROOF OF SERVICE BY MAIL**

I, Andrew J. Ries, declare that:

I am employed in the County of San Diego, California. My business address is: 4375 Jutland Drive, Suite 200; P.O. Box 17933, San Diego, CA 92177-0933. I am over the age of eighteen years and not a party to this cause.

On April 2, 2018, I served the STIPULATION GRANTING ADEQUATE PROTECTION in said cause by placing a true and correct copy thereof enclosed in a sealed envelope with postage thereon fully prepaid in the United States Mail at San Diego, California, addressed as follows:

**DEBTOR**  
**(VIA U.S. MAIL)**

Robert Grey Thomas  
930 Via Mil Cumbres, #21  
Solana Beach, CA 92075

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1 **DEBTOR'S ATTORNEY**  
2 **(VIA ELECTRONIC NOTICE)**

3 Deborah L. Raymond  
4 Law Offices of Deborah L. Raymond  
5 445 Marine View Avenue, #120  
6 Del Mar, CA 92014  
7 draymond@lawinfo.com

8 **CHAPTER 13 TRUSTEE**  
9 **(VIA ELECTRONIC NOTICE)**

10 David L. Skelton  
11 525 B St., Suite 1430  
12 San Diego, CA 92101-4507  
13 dlsconfer@ch13.sdcoxmail.com

14 **JUNIOR LIENHOLDER**  
15 **(VIA U.S. MAIL)**

16 Ditech  
17 P.O. Box 6172  
18 Rapid City, SD 57709

19 I declare under penalty of perjury that the foregoing is true and correct and that this  
20 declaration was executed on April 2, 2018, at San Diego, California.

21 /s/ Andrew J. Ries  
22 ANDREW J. RIES